



IRA A. JACKSON
COMMISSIONER

The Commonwealth of Massachusetts

Department of Revenue

Lowell Saltonstall Building,

100 Cambridge Street, Boston 02204

September 13, 1983

This is in reply to your letter of August 19, 1983, requesting rulings with respect to the Massachusetts income tax treatment of the

("Trust") which is being sponsored by the
("Sponsor") and of which the Bank
will be trustee ("Trustee").

The Trust will be a unit investment trust created under the laws of the Commonwealth of Massachusetts pursuant to a Trust Agreement ("Agreement") between the Sponsor and the Trustee. The Trustee is a national banking association organized and existing under the laws of the United States with its principal office in Boston, Massachusetts.

The trust will be organized to hold securities ("Underlying Securities") of ("Company") and the securities of subsidiaries of the Company to be distributed by the Company in accordance with a judicially approved plan of reorganization.

Pursuant to an exchange offer made through a prospectus, shareholders of the Company may tender to the Sponsor shares of stock of the Company in exchange for Units ("Units") of beneficial interest in the Trust. The Sponsor will deposit such tendered shares on a specified initial exchange date and on certain other specified exchange dates in the exchange period which currently is expected to end on or about December 23, 1983. The Sponsor will not permit 10% or more of the Units issued in exchange for Company shares during the exchange period to be issued to residents of Massachusetts.

Certificates evidencing ownership of Units will be retained by the Trustee on deposit for the Unitholder's account and will not be issued unless the Sponsor receives a written request from a purchaser to have certificates issued. Certificates are transfereable by presentation and surrender to the Trustee if properly endorsed, or if accompanied by a written instrument of transfer.

Prior to April 1, 1984, the Trust will pay the net income from any dividend received on the Company shares in the Trust as soon as possible after receipt. Beginning in April, 1984, Unitholders will receive monthly income distributions from the Trust. Net income will be distributed on a pro rata basis to Unitholders of record. The Sponsor intends to maintain a secondary market for the Units. Even if such a market is not maintained, a Unitholder will be able to dispose of his Units by redemption.

The Trustee will perform custodial, transfer and disbursement agency, record keeping and reporting duties for the Trust. The Trustee will have little discretion in the performance of its duties. Except in the limited circumstances stated below, the Sponsor may not alter the portfolio of the Trust by the purchase, sale or substitution of securities. The Sponsor is required to instruct the Trustee to reject any offer made by an issuer of any of the Underlying Securities to issue new securities in exchange for the Underlying Securities pursuant to a recapitalization or reorganization, except that the Sponsor may instruct the Trustee to accept the offer or to take other action if (a) there has been a failure of the issuer to declare or pay an anticipated dividend or (b) in the opinion of the Sponsor, the issuer is reasonably likely to fail to declare or pay an anticipated dividend in the future.

Underlying Securities may be sold in order to meet redemption requirements or expenses. Securities to be sold for such purposes will be selected so as to maintain, as closely as practicable, the proportionate relationship originally existing between shares of the Company and shares of stock of the Company's subsidiaries distributed pursuant to the plan of reorganization. The proceeds of any sale of an Underlying Security which are not necessary to satisfy redemptions or expenses will be placed in the Trust's capital account and distributed following the next record date for distributions. Underlying Securities may also be sold by the Trustee, upon direction by the Sponsor, in any of the following events: (a) market or credit factors have occurred such that, in the opinion of the Sponsor, there is a serious question as to the fundamental economic viability of the issuer, (b) there has been a failure of the issuer to declare or pay an anticipated dividend, or (c) an action or proceeding has been instituted in law or equity seeking to restrain or enjoin the payment of dividends on such security.

The Agreement may be amended by the Trustee and the Sponsor without the consent of any of the Unitholders (1) to cure any ambiguity or to correct or supplement any provisions which may be defective or inconsistent; (2) to change any provision thereof as may be required by the Securities and Exchange Commission or any successor governmental agency; (3) to add or change any provision thereof as may be necessary or advisable for continuing qualification of the Trust as a "grantor trust" under the Code; or (4) to make such provisions as will not adversely affect the interests of the Unitholders (as determined in good faith by the Sponsor and the Trustee). The Agreement may also be amended in any respect by the Sponsor and the Trustee, or any of the provisions thereof (other than the mandatory termination date) may be waived, with the consent of the holders of 50% of the Units then outstanding. The Agreement may not be amended to reduce the percentage interest in the Trust of any Unitholder without the consent of such Unitholder or reduce the percentage of Units required to consent to any such amendment or waiver without the consent of all Unitholders.

The Agreement provides that the Trust will terminate upon the sale or other disposition of the last Underlying Security held in the Trust. If at any time the value of the Trust is less than 40% of the aggregate value of the Company's shares deposited in the Trust during the Exchange Period, the Trustee may, in its discretion, and must, when so directed by the Sponsor, terminate the Trust. In no event will the Trust continue beyond the specified mandatory termination date.

Counsel for the Sponsor will render an opinion that for federal income tax purposes the Trust will not be taxed as a corporation under the Internal Revenue Code of 1954, as amended, ("Code"); each Unitholder will be considered as the owner under Code Section 676(a) of a pro rata undivided interest in all of the assets of the Trust represented by his Units; in computing his taxable income each Unitholder must take into account, in accordance with his method of accounting, his pro rata share of dividends, interest, and proceeds from the sale of assets of the Trust and his pro rata share of the Trust's expenses; a Unitholder's pro rata share of dividends received by the Trust will qualify for the federal \$100/\$200 dividends received exclusion for individuals and the 85% dividends received deduction for corporations.

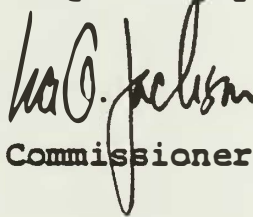
Based on the foregoing, it is ruled:

1. The Trust will be a "corporate trust" as defined in General Laws Chapter 62, Section 1(j), taxable in accordance with Section 8 thereof. It will not be treated as a grantor trust under General Laws Chapter 62, Section 10(e).

September 13, 1983

2. The adjusted gross income of the Trust will be apportioned to Massachusetts in proportion to the percentage which the number of Units issued to Massachusetts residents in the exchange period bears to the total number of Units issued in the exchange period pursuant to General Laws Chapter 62, Section 8(a), and Chapter 63, Sections 38 and 42. If the afore-said percentage of Units issued to Massachusetts residents is less than 10%, then under Chapter 62, Section 8(b) (iii), the tax imposed by Section 8(a) shall not apply to the Trust.

Very truly yours,

A handwritten signature in dark ink, appearing to read "W. C. Jackson", written over the printed name of the Commissioner of Revenue.

Commissioner of Revenue

IAJ:JJW:rr

LR 83-72